

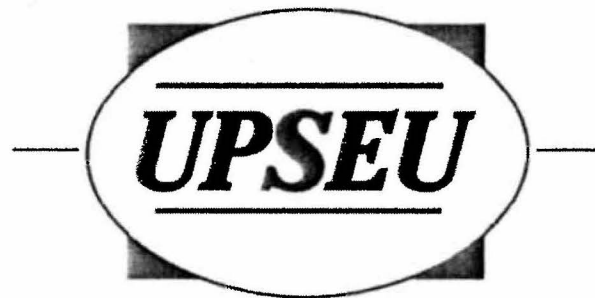
# **COLLECTIVE BARGAINING AGREEMENT**

***By and Between***

***the***

**Town of Trumbull**

***and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Trumbull MATE  
Local 424 - Unit 7**

**July 1, 2013 through June 30, 2017**

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## **PREAMBLE**

It is the purpose of this Agreement to promote harmonious relationships between the Town of Trumbull, Connecticut and its employees in order that more efficient and progressive public service shall be rendered to the citizens of Trumbull.

## **ARTICLE 1 RECOGNITION**

Section 1.1 - The Town of Trumbull (hereinafter sometimes referred to as the "Town") agrees to recognize the United Public Service Employees Union ("UPSEU"), Local 424, Unit-7 (hereinafter referred to sometimes as the "Union") as the sole and exclusive bargaining agent of all classified, salaried employees as defined in Article 1, Section 2 hereof.

Section 1.2 - For purposes of this Agreement, the term employee as used herein shall apply to and include all classified, salaried employees scheduled to work twenty hours or more including: custodians; employees of the Planning and Zoning Department; Finance Department; Town Clerk's Office; Building Department; Engineering Department; Library; Purchasing Department; Assessor's Office; ; Sewer Department; Civil Service Department; Emergency Medical Service; Counseling Center; Technology Administrator; Social Services Department; Tax Collector's Office; Insurance Coordinator; Information Clerk; ; Police Department civilian employees including clerical; police dispatchers; and mechanics ; Fire Marshal Department clerical; Recreation Department clerical; and Golf course mechanic and greensmen; but shall exclude all temporary and part-time employees, and supervisory employees with the authority to hire, promote, discharge, discipline or otherwise affect changes in the status of employees or effectively recommend such action and shall exclude such other employees as have been excluded by the State Board of Labor Relations in its respective certifications (ME-2982, dated March 19, 1975, ME-3048 dated April 1, 1975, ME-12,593 dated March 15, 1990, (CSBLR Decision No. 3422) and ME-24,670 (CSBLR Decision No. 3988).

## **ARTICLE 2 AGENCY FEES AND DUES CHECK OFF**

Section 2.1 - All employees shall, as a condition of employment, be required to become members of the Union or pay an agency/service fee as required by law, within thirty (30) days from the date of hire.

Section 2.2 -The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified in writing by the Union as union dues or service fees. Such deductions shall be made weekly from the payroll and the total deduction so made shall be mailed monthly to Local Treasurer of UPSEU Local 424-Unit 7 MATE, office. Such deductions shall continue for the duration of this Agreement.

Section 2.3 - The Union agrees to hold the Town harmless against any claims arising out of, and under the provisions of Section 2.2 above.

### **ARTICLE 3 VACATION LEAVE**

Section 3.1 - Vacations shall be calculated on an anniversary date basis.

Section 3.2 - All full-time employees shall be granted annual vacation leave as follows:

1 but less than 5 complete years of service	10 days
5 but less than 10 complete years of service	15 days
10 but less than 20 complete years of service	20 days
more than 20 complete years of service	25 days

Vacation leave shall be prorated for any partial years of employment.

Section 3.3 - An employee who leaves the employ of the Town for any reason will be paid all earned vacation, provided said employee gives the Town two (2) weeks written notice of leaving Town employment. In the event that an employee is entitled to vacation leave at the time of his/her retirement, termination, or death, he/she or his/her spouse, as the case may be, shall receive one (1) week's pay for each week of unused vacation leave. In the event that an employee should die and is not survived by a spouse, such payment in lieu of unused vacation leave shall be paid to the employee's heirs or estate.

Section 3.4 - If a holiday falls within an employee's vacation period, he/she shall be entitled to one (1) additional day of vacation.

Section 3.5 - Permanent employees who regularly work twenty (20) or more hours shall be entitled to pro-rata vacation based on their scheduled work week.

Section 3.6 - Voluntary accumulation of two weeks of vacation or three weeks of vacation with those employees with ten or more years of service may be allowed with the approval of the department head. Accumulated time must be used the following year.

### **ARTICLE 4 SICK LEAVE**

Section 4.1 - Full-time permanent employees shall be granted paid sick leave, to be used for bona fide illness or injury only on the basis of one day per month and such sick leave may be accumulated up to 180 days; provided, however, employees who as of October 1, 2005 have accumulated in excess of 180 days may continue to accumulate up to that amount accrued as of October 1, 2005, as they utilize sick leave during the year, unless the accumulation drops to 180 days, or below, then 180 shall become the maximum accumulation. Employees may use sick leave up to five (5) days per year for the

illness/injury of a child under the age of 18 or a spouse.

Section 4.2 - Employees may be required to present a doctor's certificate for absences due to illness of four (4) consecutive work days or more. Certificates should be attached to the appropriate work record sheet. In the event of excessive absenteeism, an employee may be required to provide a doctor's note for each absence, and at the Town's discretion submit to a physical examination given by a doctor of the Town's choosing.

Section 4.3 - Sick leave shall not be granted in advance of its having been earned.

Section 4.4 - No employee on paid sick leave from the Town shall engage in any other employment until he/she has returned to work for the Town. The First Selectman may waive, in writing, this section in cases of hardship.

Section 4.5 - If a holiday falls within an employee's paid sick leave period, such employee's sick leave account shall not be charged for that holiday, but the employee shall be paid for the holiday at his/her regular rate of compensation.

Section 4.6 - Any employee hired on or prior to September 30, 2005 who terminates his/her employment with the Town following his/her early retirement date, as defined in Section 11.1 of the "Town of Trumbull Retirement Plan", adopted April 12, 1976, shall be eligible to receive payment for unused, accumulated sick leave. Such payment shall be made at the wage rate in effect on January 1 of the year in which the sick days were accumulated, up to a maximum of sixty (60) days.

If an employee has accumulated more than sixty (60) days, he/she will be eligible for payment, as set forth above, for the sixty (60) days most recently accumulated. In the event that an employee dies while still in the employ of the Town, his/her spouse or estate will be eligible to receive said payment.

Employees hired on or after October 1, 2005 shall receive payment of only up to a maximum of thirty (30) days. Employees hired after November 1, 2013 shall be eligible to receive pay for up to fifteen (15) days of sick leave subject to the employee retiring under Section 4.6.

## **ARTICLE 5 OVERTIME**

Section 5.1 - Payment for hours actually worked over eight (8) in any work day and hours actually worked over forty (40) in any week shall be made at one and one-half (1-1/2) times the hourly rate of the employee except those employees who may be exempted under the federal Fair Labor Standards Act.

Section 5.2 - Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be at one and one-half times the employee's hourly rate. If an employee is regularly scheduled to work on Saturday, the Union must be so notified in writing.

Section 5.3 - Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the employee's hourly rate. If an employee is regularly scheduled to work on Sunday, the Union must be so notified in writing.

Section 5.4 - Employees shall be required to work overtime in emergency situations. Any order-in within a department shall be by inverse seniority. When a vacant bargaining unit dispatch shift occurs and there are no sworn personnel available on the shift on a straight time basis, then the civilian dispatchers will be called in to cover such overtime shift. Hours will be calculated on a calendar year basis. The eligible dispatcher with the lowest hours will be contacted first. If two dispatchers have identical number of overtime hours, seniority shall prevail. If a dispatcher refuses overtime, he/she will be charged with such hours. If no contact is made, the dispatcher will not be charged. Once called, a dispatcher will have 15 minutes to respond, then the next dispatcher will be called. Each dispatcher will provide a single phone number to be called. Matron hours will be included in the calculation. Dispatchers off sick during their normal shift will not be eligible for overtime for 24 hours from when they would have reported to work.

Section 5.5 - Compensatory time may be substituted for overtime payment upon mutual agreement of the employee and his/her department head. Employees shall use compensatory time within thirty calendar days or it will be paid at the appropriate rate. The First Selectman may extend the thirty-day requirement for appropriate reasons.

The amount of compensatory time due shall be computed as follows:

- 1) One and one-half (1-1/2) hours for each hour actually worked over eight (8) hours in any work day and forty (40) hours in any week;
- 2) One and one-half (1-1/2) hours for each hour worked on Saturday, except where Saturday is part of the regular work schedule;
- 3) Two (2) hours for each hour worked on Sundays, except where Sunday is part of the regular work schedule;
- 4) Two (2) hours for each hour worked on holidays. In addition, the employee shall receive his/her regular holiday pay.

## **ARTICLE 6 FUNERAL LEAVE**

Section 6.1 - Each full-time permanent employee shall be granted five (5) working days

with pay for attendance at the funeral of the employee's spouse, child, stepchild, stepparent, mother or father.

Section 6.2 - Each full-time permanent employee shall be granted three (3) working days with pay for attendance at the funeral of the employee's sister, brother, current mother-in-law, current father-in-law, current daughter-in-law, or current son-in-law.

Section 6.3 - Each full-time permanent employee shall be granted one (1) working day with pay for attendance at the funeral of the employee's grandmother, grandfather, grandchild, niece, nephew, aunt, uncle, or current sister-in-law, or current brother-in-law.

## **ARTICLE 7 PERSONAL LEAVE**

### Section 7.1 -

Absences with pay up to two (2) days per calendar years to conduct personal business shall be granted providing it does not interfere with the operation of the department. Personal days may be added to the vacation period.

Personal days shall be prorated during the first year of employment. Full time employees hired prior to June 30 of a given calendar year are entitled to two (2) personal days at the conclusion of their probationary period. Full time employees hired after June 30 in a given calendar year are entitled to one (1) personal day upon the completion of their probationary period. Such employees are then entitled to two (2) personal days on January 1 of the following calendar year. Probationary, seasonal, temporary, and part time employees shall not be eligible for personal leave.

## **ARTICLE 8 JURY DUTY**

Section 8.1 - A full-time permanent employee required to be absent for compulsory jury duty shall receive his/her basic salary provided he/she returns to the Town any payment he/she shall receive for such service from other sources and provided:

- a) Such employee shall notify the department head immediately upon receipt of the jury duty questionnaire for consultation on his/her availability;
- b) Such employee shall notify the department head immediately upon receiving a call to jury duty; and
- c) If an employee is excused from jury duty with 4 or more hours remaining in the work day, the employee shall report to work.



## **ARTICLE 9 MILITARY LEAVE**

Section 9.1 - Any full-time permanent employee who serves in the Armed Forces Reserve Training Program or the State National Guard shall be granted leave with pay for fulfilling his/her duty obligation up to a maximum of fifteen (15) days per year. The combination of pay from the military and the Town shall not exceed the employee's regular base salary.

## **ARTICLE 10 HOLIDAYS**

Section 10.1 - For full-time permanent and probationary employees, there shall be 13 recognized holidays as follows:

New Year's Day	Independence Day
Labor Day	Columbus Day
President's Day	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day and Day After	Christmas Day
	Martin Luther King's Birthday

Plus a floating holiday to be established annually by the First Selectman.

Section 10.2 - Whenever a legal holiday falls on a Saturday, the previous Friday shall be granted. If a holiday falls on Sunday, the following Monday shall be granted.

Section 10.3 - Whenever an employee is required to work on a holiday recognized in this Agreement, compensation shall be at two (2) times the regular rate of pay, except when the provisions of Article 5, Section 5.5(4), supra, are invoked. In addition, the employee shall receive his/her regular holiday pay.

## **ARTICLE 11 EXTENDED SICK LEAVE OF ABSENCE**

Section 11.1 - In the event a full-time permanent employee is ill or disabled and has exhausted all his/her accumulated sick leave an extended leave of absence without pay may be granted for a period not to exceed one hundred and eighty (180) calendar days from the date his/her sick leave is exhausted. Determinations with regard to reinstatement of service date for employees whose absence extends beyond the aforementioned one hundred and eighty (180) calendar days will be made by the appointing authority.

Section 11.2 - Employees on sick leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 11.3 - Employees on sick leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued, and paying to the Town in advance on a monthly basis the cost of said benefits. An employee's rights, if any, under the Family and Medical Leave Act shall be in addition to the foregoing.

## **ARTICLE 12 PERSONAL LEAVE OF ABSENCE**

Section 12.1 - Leaves of absence without pay may be granted for up to one hundred eighty (180) calendar days with the prior approval of the First Selectman.

Section 12.2 - Personal leave of absence shall not be granted for taking or seeking other employment.

Section 12.3 - Employees on personal leave of absence shall not be eligible for holiday pay, accumulation of sick leave or other fringe benefits during this period.

Section 12.4 - Employees on personal leave of absence for any period exceeding thirty (30) days may maintain their pension and insurance benefits during said leave. Such continuation of benefits is contingent upon the employee requesting in writing, in advance, the specific benefits to be continued and paying to the Town in advance on a monthly basis the cost of said benefits.

## **ARTICLE 13 PENSION PLAN**

Section 13.1 - Benefits under the Pension Plan of the Town of Trumbull shall be as negotiated between the Town and the Union under a separate collective bargaining agreement. If the Town and any other Town bargaining unit, which is a party to the Town Pension Agreement, open pension negotiations, then the parties shall commence negotiations as well.

Effective July 1, 2012, employees shall continue to contribute five percent (5.0%).  
Effective July 1, 2014, employees shall contribute five and a half percent (5.5%).  
Effective July 1, 2015, employee shall contribute six percent (6%).

Employees hired before November 1, 2013 shall remain covered under the Town of Trumbull Retirement Plan (Defined Benefit Pension Plan) Section 13.1 above. Employees hired on or after November 1, 2013, shall not be eligible to participate in the Town Defined Benefit Pension Plan; rather they shall be eligible to participate in the Town Defined Contribution Retirement Plan (Defined Contribution Plan). The Town will

contribute in the Defined Contribution Plan seven percent (7%) of the employee's annual salary.

- Employee participation is mandatory
- Employees must contribute a minimum of seven percent (7%).
- Vesting of Employer contributions shall be as follows:

Year 1 = 20%  
Year 2 = 40%  
Year 3 = 60%  
Year 4 = 80%  
Year 5 = 100%

- No Personal Loans
- Normal Retirement Age 62
- All other terms as per the Town's DC Plan dated 2-15-2012 except employee and town contributions shall start upon hire.

The Town will provide the union with at least one hundred twenty (120) days' notice of any change to the plan administrator and allow the union the opportunity to discuss the change.

## **ARTICLE 14 UNION ACTIVITIES**

Section 14.1 - Reasonable time off shall be granted to not more than three (3) employees of the negotiating committee for purposes of negotiating a contract when such meetings take place during normal working hours and operations are not hampered.

Section 14.2 - Union officers, or if said officers are unavailable, their duly appointed alternates, shall be allowed a reasonable time off for processing Union grievances or attending to other Union business without loss of pay, provided that such time off is recorded on the employee's time record. When processing grievances, Union officers or their duly appointed alternates shall notify their supervisor before conducting Union business, and shall notify their supervisor when they have completed their Union business. Before contacting the aggrieved employee, they shall obtain the permission of the department supervisor. Said permission shall not be unreasonably withheld.

Section 14.3 – Up to three (3) members of the Union may be granted leaves of absence from duty without pay to attend conventions, or other Union business provided said employee shall not be entitled to reimbursement by the Town for any expenses incurred in connection therewith.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

Section 15.1 - In the event that a difference arises between the Town , the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the following procedures, which must be followed. This procedure is established to permit prompt discussion and resolution of employee grievances and shall be the sole means of resolving disputes between the Town and the Union.

Section 15.2 - Grievances shall be processed according to the following steps:

- a) Any Employee having a grievance shall present such grievance verbally to his/her supervisor with or without his/her Union representative within five (5) working days of the grievance occurrence. In the event the grievance cannot be satisfactorily settled by his/her supervisor and/or his/her Union representative within three (3) working days from the time it was presented, the grievance shall be submitted by the Union to the next step.
- b) The Union shall submit such detailed grievance in writing to the supervisor, setting forth the nature of the grievance. Within five (5) working days after said supervisor receives such grievance, he/she shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving said grievance.
- c) If such grievance is not resolved to the satisfaction of the Union by the Supervisor within seven (7) working days after such meeting, the Union may present such grievance in writing within seven (7) working days thereafter to the First Selectman. Within nine (9) working days after the First Selectman receives such grievance, then he/she or his/her designated representative shall arrange to, and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- d) If the grievance is not resolved to the satisfaction of the Union by the First Selectman or his/her designated representative within seven (7) working days after such meeting, the Union may, within ten (10) working days thereafter, submit the dispute to the Connecticut State Board of Mediation and Arbitration, to provide arbitration service, and shall simultaneously notify the Town that it has submitted the grievance to arbitration. The decision of the arbitration panel shall be final and binding on both parties.

Section 15.3 - Steps 1 and/or 2 of the grievance procedure and the time limits therein may be waived by mutual agreement of the parties.

Section 15.4 - Each party shall be liable for its own share of expense, and any general expense of the arbitration not applicable to either party shall be mutually shared by both parties.

Section 15.5 - The arbitrator shall have no right to amend, alter, add to or subtract from the terms of this Agreement.

Section 15.6 - The mediation services of the State Board of Mediation and Arbitration may be utilized at anytime both parties so desire.

Section 15.7 - Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure provided the other party is notified in advance.

Section 15.8 - Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employee or the Union at their own expense. The Town shall have the right and choice of a representative whenever desired at its own expense.

Section 15.9 - By mutual agreement, the parties may agree to extend the time limits on this procedure. Such agreement shall be reduced to writing and signed by the parties.

## **ARTICLE 16 BULLETIN BOARDS**

Section 16.1 - The Town shall supply one (1) bulletin board in each major facility where Union members are located, each location subject to the approval of the Town, and the use of said bulletin boards shall be limited to official Union business.

Section 16.2 - The Union agrees to furnish the Town with a copy of posting twenty-four (24) hours in advance of the date of posting, wherever practical.

## **ARTICLE 17 LONGEVITY PAY**

Section 17.1 - Longevity pay shall be as follows:

- (a) Ten (10) years of service . . . . . \$200
- (b) Fifteen (15) years of service . . . . \$425
- (c) Years of service shall be based upon and computed from the individual member's date of continuous employment with the Town.

Employees hired on or after October 1, 1999 shall not be eligible for longevity pay.

Section 17.2 - Longevity payments shall be made on the first pay date in December. In the event an employee in good standing terminates his/her employment prior to the pay date but is eligible for longevity, the employee, surviving spouse, or his/her estate, as the case may be, shall receive the payment on the first pay date in December.

## **ARTICLE 18 MISCELLANEOUS**

Section 18.1 - The Town shall provide uniforms to new civilian members of the Police Department in accordance with the following list:

- three (3) summer shirts
- three (3) pairs of slacks
- three (3) winter shirts
- one (1) pair of shoes
- one (1) sweater
- one (1) tie.

The Town shall replace the above items on an as needed basis.

Section 18.2 - The Town shall provide to those employees required to wear safety shoes and/or protective equipment a voucher annually in the amount of \$150.00 to be redeemed at suppliers designated by the Town for the purpose of obtaining safety shoes and/or protective equipment.

Section 18.3 - All information on employee transfers, promotions, or job changes shall be furnished to the Union. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee. The Town shall provide the Union copies of all bargaining unit job descriptions on or before July 1<sup>st</sup> of each year.

Section 18.4 - The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment. The Town shall also furnish all employees with copies of the Pension and Medical Plans.

Section 18.5 - If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the remaining provisions of this Agreement.

Section 18.6 - There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement which alters, varies or amends the conditions of this Agreement must be approved by the Union membership and the Town Council in order to become effective.

Section 18.7 - If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 18.8 - When an employee is required to use his/her own vehicle to perform Town business, he/she shall be reimbursed at the current IRS rate.

Section 18.9 - The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union Business Representative will report to the Department Head before talking to bargaining unit members.

Section 18.10 - Any employee who is required by the Town to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable), travel, and lodging (where applicable) in accordance with current Town policy.

Section 18.11 – If Town Hall is closed due to a storm, essential town employees who are required to work will be paid time and a half their regular rate for all hours worked when Town Hall is closed.

## **ARTICLE 19 PRIOR BENEFITS AND PRACTICES**

Section 19.1 - Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Town and which are not specifically provided for or abridged in this Agreement are hereby protected by this contract. This provision shall not preclude the right of the Town to make reasonable changes in such work practices and job benefits, provided that no such change will be made for the purpose of undermining the Union; and provided that the Town will give reasonable notice to the Union in advance of implementing such change. The Union may within five (5) working days of such notice request a meeting with the Town for the purpose of discussing such change.

## **ARTICLE 20 PROBATIONARY, TEMPORARY & PART-TIME EMPLOYEES**

Section 20.1 - There shall be a working test period for new hires which shall be an extension of the Civil Service examination process; therefore, a determination of unsatisfactory performance during a working test period shall be tantamount to a failure of the competitive examination during which period the employee may be terminated with or without cause and without recourse to the grievance procedure. The working test period shall be ninety (90) calendar days in duration.

The working test period set forth above shall be counted as part of the employee's seniority after the employee is considered permanent.

Section 20.2 - A temporary employee is one who:

a) is hired for seasonal work whose duration of continuous employment shall not exceed 120 days; or

- b) is hired on a provisional basis whose duration of continuous employment shall not exceed 90 days; or
- c) is hired on a substitute basis, to replace an employee on a leave of absence or on a workers' disability leave, whose duration of continuous employment shall not exceed six (6) months.

The above shall not be used to undermine the Union.

Section 20.3 - A part-time employee is one who is hired to work a regular schedule of less than twenty (20) hours per week. Said part-timers shall not be used to undermine the Union.

## **ARTICLE 21 SENIORITY**

Section 21.1 - An employee's seniority shall be determined by the length of continuous service with the Town from the day the employee started work on a full-time basis (completion of the probationary period as defined in Section 20.1) and shall accumulate from that time for the duration of employment.

Section 21.2 - An employee shall lose his/her seniority if he/she:

- a) quits, resigns, or is discharged for cause;
- b) is absent from work for five (5) consecutive days without notifying his/her supervisor or without satisfactory reason;
- c) exceeds a leave of absence without satisfactory reason or explanation;
- d) fails to report to work from layoff within ten (10) working days after receipt of notice of recall by registered mail. For purposes of compliance, the Town may rely on the last address furnished to it by the employee. Extenuating circumstances shall be considered when applying this section;
- e) accepts employment elsewhere while on leave of absence;
- f) fails to return from a maternity leave.

Section 21.3 - The Town shall prepare a list of employees represented by the Union showing their time of service with the Town, their classification, rate of pay, increment step and deliver same, upon request once each year to the Union. When a new employee has been placed on the payroll, the Town shall apprise the Union, in writing, of the name, date of hire, job classification, and rate of pay of the employee within two weeks of hire.



Section 21.4 - If a reduction in the number of employees is required, employees with the least seniority in the same wage grade will be laid off first. An employee, designated for layoff, shall therefore have the right to replace the least senior employee in the same wage grade, providing he/she can perform the job. If the employee cannot perform that job, he/she may replace a less senior employee in a lower wage grade, provided he/she can perform the job. An employee shall retain his/her seniority status and right to recall for two (2) years following the date of layoff. Seniority shall accrue during this Period in which the employee has recall rights.

Although there may be less senior employees in a lower wage grade, some of these less senior employees in certain departments have the identical jobs, job descriptions labor grade, and wage groups. If a laid off employee chooses to bump into a position which is held by more than one person in that department, then the least senior of those employees should be laid off (bumped) first.

The salary of the bumping employee shall be at the same step level as the wage grade as the bumping employee was in the eliminated position.

Section 21.5 - A recalled employee shall have the right to any open position in the bargaining unit, providing he/she is qualified to perform the work available and such position carries the same or lesser wage grade of the position for which he/she was laid off. If the employee refuses an opening in the position from which he/she was laid off, he/she shall lose his/her right to further recall, and such action shall be construed as his/her resignation.

Section 21.6 - Employees shall be given at least two (2) weeks notice that they are to be laid off and shall receive two (2) weeks severance pay. Severance shall only be paid once per employee within a one year period.

Section 21.7 - No employee shall be permanently transferred to a position outside of the bargaining unit without the employee's agreement, but this shall not preclude layoff of the employee.

Section 21.8 - Any laid off employee shall not be entitled to any benefits while in layoff status, unless said employee becomes entitled to retire during their period of recall, in which case the employee shall be entitled to retire pursuant to the collective bargaining agreement.

Section 21.9 - An employee who is appointed to a position in the unit and is presently employed by the Town in a capacity outside the bargaining unit shall begin employment at the wage step commensurate with his/her years of service with the Town. For purposes of layoff, bargaining unit seniority shall control.

Section 21.10 – The Town will provide a copy of the eligibility list for each union position.

## **ARTICLE 22 JOB CLASSIFICATIONS**

Section 22.1 - Schedules showing the bargaining unit positions and their wage groups for the period from July 1, 2013 through June 30, 2017 shall be attached hereto and made a part of this Agreement as Appendix B.

Section 22.2 - All new employees shall be placed on the first step of the wage schedule within the wage group for their position.

Section 22.3 - Employees promoted as the result of a Civil Service examination shall be placed on the step in the higher classification that is closest to, but not less than 4.3% higher than their current rate of pay.

Section 22.4 - All requests for changes in job classifications must be placed in writing and given to the employee's department head. Said request shall be evaluated to determine if a significant change in duties has occurred during the life of this Agreement. If such a change has occurred, the position shall be evaluated by the Town. The Town shall then meet with the Union to negotiate the impact, if any.

## **ARTICLE 23 RESIDENCY**

Section 23.1 - Members of the bargaining unit shall not be required to be residents of the Town of Trumbull for purposes of maintaining their employment.

## **ARTICLE 24 CALLBACK PAY**

Section 24.1 - Any employee who is called back to perform work after the regular work day shall be guaranteed a minimum of no less than three (3) hours of work or pay at the current applicable premium hourly rate.

## **ARTICLE 25 DISCIPLINARY PROCEDURES/PERSONNEL RECORDS**

Section 25.1 - All members of the bargaining unit shall have the right to Union representation, if they choose, whenever any department head requires such members to attend any conference which could result in disciplinary action against them.

Section 25.2 - Any disciplinary action, including discharge, may be appealed through the Grievance Procedure of this Agreement. Such appeal shall be at the next higher step of the disciplinary authority.

Section 25.3 - No employee shall be discharged or otherwise disciplined without just cause. All disciplinary action, including discharge shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is applied.

Section 25.4 - The service record of an employee disciplined under the provisions of this article shall not be used for purposes of progressive discipline in any future discipline or personnel matters after one (1) year for warnings and two (2) years for suspensions if they have not been disciplined for the same offense during that period of time.

Section 25.5 - Each employee shall have the right to review his/her personnel file upon request with the personnel manager. The Town shall provide one copy per year to each employee upon request, of the contents of his/her personnel file at no cost to the employee. If an employee disagrees with any item in his/her personnel file, the employee may submit a written reply which shall be attached to the objectionable item. Only disciplinary action which is in the employee's personnel file or of which he/she is otherwise aware, may be used for progressive disciplinary purposes.

Section 25.6 - Each employee upon his/her request will be given copies of any evaluation reports or any other data or documents placed in the employee's personnel file.

## **ARTICLE 26 WAGES AND BENEFITS**

Section 26.1 - The wage schedule shall be attached hereto as Appendix A and made a part hereof.

(a) - Effective July 1, 2013 the wage schedule then currently in effect shall not be increased. %.

(b) - Effective July 1, 2014 the wage schedule then currently in effect shall be increased by 2.25 %

(c) - Effective July 1, 2015 the wage schedule then currently in effect shall be increased by 2.5% %.

(d) - Effective July 1, 2016 the wage schedules then currently in effect shall be increased by 2.5%

Section 26.2 -

Employees not already at the top step shall advance one step on their anniversary date.

Section 26.3 - In addition to the wages in the Schedules attached hereto, any employee whose shift begins after 3:00 p.m. shall receive \$.55 additional pay for all hours worked

on said shift. Effective 7/1/2013, the shift differential shall be increased to \$.75 per hour.

Section 26.4 - Full-time permanent employees and their dependents shall be provided the following types of insurances:

- a) Medical insurance coverage with a \$20 office co-pay, \$75 Emergency Room, \$100 In-patient, in accordance with the plan summary attached as Appendix C; standard Anthem, i.e., commercial, three-tier prescription plan , with the following co-pays: \$5 (generic); \$15 (preferred); \$35 non-preferred; mail-order 2x retail co-pay for a 90-day supply. Effective 7/1/2014, the medical insurance shall change to the Comp Mix plan. A summary of the plan is attached as Appendix C-1 .
- b) Vision Care plan as summarized in Appendix C.
- c) Blue Cross Flexible Dental Plan - (Category 1 - 80%; Category 2 - 80%; Category 3 - 50% plus fifty dollars (\$50.00) deductible;) with an annual maximum of \$2,000 per enrollee. Additionally, individual employees shall be able to purchase for themselves and/or their eligible dependents, at the group rate available to the Town, the Orthodontia Rider available for said plan. Payments for said Rider may be paid for through payroll deduction;
- d) Employees shall contribute effective 7/1/14, ten percent (10%); effective 7/1/15, eleven percent (11%); effective 7/1/16, twelve percent (12%), with no cap, via payroll deduction, toward off the cost of the above insurance. Health coverage shall be effective upon hire and terminate upon separation of employment.
- e) Life insurance - \$25,000.00; effective June 1, 2014, \$30,000.00 of life insurance subject to the terms of the policy. Employees may purchase excess coverage.
- f) Employee Accidental Death and Dismemberment \$25,000.00;
- g) The Town shall provide, at no expense to employees disability insurance which will provide sixty-six and two-third percent (66.66%) replacement income for twenty-six weeks after the fifteenth day of absence for any non-work related illness or injury.

The following shall apply for purposes of the interpretation and application of the above referenced 26.4(g):

1. The definition of "disability" shall be serious illness or disability which prohibits the employee from performing their usual and customary job with the Town and from engaging in other gainful employment. Notwithstanding, the employee may earn an amount not to exceed the differential between his/her normal rate of pay and the 66-2/3% salary continuation provided for hereunder.

2. There shall be a fifteen (15) work day waiting period. The work day shall be those days which are the normal work days for the employee (usually Monday through Friday). A holiday falling during any waiting period shall be paid at full pay and considered as part of the 15-day period. During the 15-day waiting period, employees may utilize any accrued paid leave such as sick leave, vacation or personal days and/or compensatory time. The STD benefit begins after employees accrued sick leave is exhausted except employees may retain a certain number of accrued sick days, as follows: employees hired prior to 11/1/13 may keep 60 sick days. Employees hired on or after 11/1/13 may keep 30 days.

3. The maximum duration of the disability period shall be 26 weeks. The 26-week period shall begin upon the first work day after the 15 work day waiting period has been satisfied, meaning the employee receives six (6) full months of disability coverage.

4. The 66-2/3% of base pay shall be computed before taxes and shall be taxable as wages.

5. In the event the Town, in good faith, challenges whether an employee is disabled within the meaning of the definition, the Town has the right to send the employee for evaluation by its own physician. In the event that the evaluation of the physician differs from the employees' physician, the two physicians shall appoint a third physician to examine the employee and make a final and binding determination with respect to the issue of whether the employee is disabled from performing their job due to a serious illness or disability. The Town will not send the employee to a physician outside a 20 mile radius. If there are no qualified physicians in a given specialty within a 20 mile radius, then the Town's physician shall be located as close to this 20 mile radius as possible. In the event the disabled employee is confined to bed, not ambulatory or cannot be transported by normal means or non-medical vehicles, special arrangements shall be made and paid for by the Town for the examination of the disabled employee, i.e., send physician to patient's location, provide ambulance or other medical-type transportation.

6. Employees shall be entitled to one disability leave of absence per occurrence per serious illness or disability, however, any employee returning to work who is still disabled shall not be penalized, i.e., if they are required to go back out on leave, it will still be considered as out on leave (another 15-day waiting period would not be required). By way of example, if an employee were out for 20 weeks, came back to work for a week, then as a result of the same occurrence needed to go back out, he/she would be entitled to an additional six (6) weeks of paid disability leave. Likewise, an employee returning to work part-time will not be penalized. The employee will be paid regular pay for the time worked and 66-2/3% pay for the time not worked. The hours not worked will be charged against the 26-week period.

If there is a position available which the employee can perform, and the appropriate physicians agree pursuant to the procedure set forth in paragraph 5, at the

Town's discretion it may require the individual to perform said available work at the applicable rate for that job, and the Town shall pay 2/3rd of any pay differential, if applicable, which shall be charged against the 26 week period on a prorated basis.

7. Benefits: Employees out on disability:

A. Shall receive full base pay pension credit. However, the employee on disability must continue to contribute their share to the Town. As it applies to this provision, affected employees may opt to make additional contributions to the Town and receive full pension credit.

B. Employee will not be denied earning normal personal time provided under contract.

C. Employee will continue to accrue vacation time at an adjusted rate of 66-2/3%.

D. The employee will accrue one (1) sick day for the month in which the disability leave commences; however, he/she shall not accrue sick leave in any subsequent month of the disability leave.

8. The employee shall not be entitled to use accumulated sick leave to augment disability pay so that it will equal 100% of employee's base pay.

9. A. Union dues and all other legal deductions shall continue during the disability period.

B. Optional deductions, credit union, Christmas Club, etc., shall continue, or at the option of the employee, be discontinued upon written notification to the Town.

10. Medical, dental, life and all other insurances shall continue during the disability period. The employee will continue to contribute to these insurances at the same rate they were currently contributing at the time of the disability. For example, if they were contributing 1% of their annual salary towards medical insurance, they will contribute 1% computed at their disability salary (66.6%). Continuation of insurance hereunder shall be counted towards the twelve weeks of eligibility under the Family Medical Leave Act.

Section 26.5 - The Town shall provide the insurances listed above provided, however that the Town may substitute for said insurances any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurances and provided further that in determining whether or not a plan is "equal to or better than", reliability and reputation for prompt payment shall be considered.

In the event the Union objects to the substitution of a plan for said insurances, then before making such substitution, the Town shall file a written request, with notice to the Union, that the American Arbitration Association hold a hearing and determine whether or not the proposed substitute plan is "equal to or better than" said insurance. The burden of proof shall be on the Town.

Section 26.6 - Upon retirement from the Town of Trumbull, employees may elect to purchase, at their own expense, the medical, hospitalization, vision and prescription coverage then in effect and provided to bargaining unit employees through the Town at the Town's group rate. Employees so electing shall make payment for said insurances in the manner specified by the Town. Employees must be between the ages of sixty-two and sixty-four, inclusive, in order to purchase such benefits. Upon reaching Medicare age the employee shall be entitled to purchase through the Town's group rate Medicare Supplemental insurance and supplemental drug rider.

Section 26.7 - Eligible employees may elect to waive all group health coverage and in lieu thereof, receive a payment annually in accordance with the following schedule: single-\$1,875.00; two-person \$3,700.00; family \$5,000.00.

(a) Payment to those employees waiving health coverage will be made on an annual basis. Notice of intent to elect and re-elect the waiver must be filed with Human Resources/Civil Service Department by June 30th of the previous year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance. Employees must notify Human Resources at least thirty (30) days prior to the first of the month in which medical coverage will resume and are required to return to the Town of Trumbull a pro-rated portion of the bonus, one-twelfth (1/12) for each month of the calendar year that the coverage is in effect, payable in a manner indicated by the Town. Reinstatement of Town medical coverage in the middle of the plan year is permitted if the employee experiences a loss of health insurance coverage by his/her carrier.

(b) An Employee may not receive compensation for waiving group health coverage if the employee's spouse is an employee of the Town or Board of Education and participates in the group health plan. This waiver option is not available to any employee whose alternative coverage does not meet the standards of the ACA. The employee seeking the waiver must show proof of the components of the alternate plan.

(c) Effective July 1, 2014, the payment for waiving coverage will be discontinued unless the Town becomes fully insured at a later date.

Section 26.8- In 2015, if all or any other Town Union agree with the Town to a medical insurance reopener as a coalition UPSEU will agree to such coalition bargaining.

## **ARTICLE 27 JOB POSTING**

Section 27.1 - Job posting shall be governed by the Civil Service rules and regulations under that section designated as "Method of Filling Vacancies, Rule #6".

## **ARTICLE 28 HOURS OF WORK**

Section 28.1 - There shall be a thirty-five (35) hour work week for full-time employees of the following departments:

- a) Social Services
- b) Town Hall clericals
- c) Counseling Center clerical workers
- d) Police Department clerical workers excluding the Administrative Assistant in the Detective Bureau
- e) EMS clerical workers
- f) Library

Section 28.2 - There shall be a forty (40) hour week for full-time employees of the following departments:

- a) Counseling Center counselors
- b) Engineering (except clerical)
- c) Sewer Department (except clerical)
- d) Custodians
- e) Police Department dispatchers, and mechanics
- f) Computer Center/Information Services
- g) Planning and Zoning (except clerical)
- h) Golf Course
- i) Building Inspectors
- J) Administrative Assistant in Detective Bureau

## **ARTICLE 29 WORKING OUT OF CLASSIFICATION**

Section 29.1 - Any employee who is temporarily assigned to perform the duties of a job in a higher wage group at the direction of the First Selectman or his/her designee, shall receive in compensation an additional ten percent (10%) of his/her hourly rate beginning with the first day worked in the higher classification. In no case shall this amount be more than the salary of the individual who is being replaced. No employee shall be required to work in a higher classification unless the employee agrees to do so.



**ARTICLE 30**  
**NO STRIKE - NO LOCKOUT**

Section 30.1 - During the life of this Agreement, there shall be no strike, slowdown, stoppage, or curtailment of work nor shall there be any lockout by the Town in any part of the Town's operation.

**ARTICLE 31**  
**NO DISCRIMINATION**

Section 31.1 - Neither the Town nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, national origin, disability, political affiliation, sex, age, marital status, ancestry, sexual orientation, genetic information, or union membership.

**ARTICLE 32**  
**ALTERATION OF AGREEMENT**

Section 32.1 - No Agreement alteration, understanding, variation, waiver, or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Town or its representatives and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Town and the Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 33**  
**MANAGEMENT RIGHTS**

Section 33.1 - There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes the Town's rights to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decision on all matters involving its operation, the extent to which facilities of any department thereof shall be operated, additions thereto, replacement, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production; to

run the department efficiently; and, to privatize or subcontract bargaining unit work provided it negotiates the impact with the Union, and no bargaining unit position existing as of October 1, 2001 is eliminated or lost as a result thereof.

**ARTICLE 34  
EFFECTIVE DATE AND REOPENING CLAUSE**

Section 34.1 - This Agreement shall become effective upon signing by the parties, except for provisions with specific retroactive or effective dates. This Agreement shall remain in effect until June 30, 2017, and shall be amended pursuant to the Municipal Employee Relation's Act.


Section 34.2 - No earlier than January 1, 2017 and no later than March 1, 2017, either party may give notice to the other of its intention to change or terminate this Agreement.

Dated at Trumbull, Connecticut this 16<sup>TH</sup> day of JUNE, 2014.

TOWN OF TRUMBULL

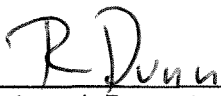


\_\_\_\_\_  
Timothy M. Herbst  
First Selectman

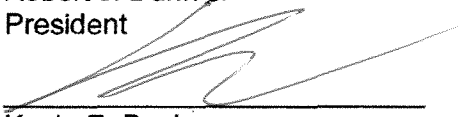


\_\_\_\_\_  
H. James Haselkamp, Jr.  
Director of Labor Relations

UPSEU LOCAL 424, UNIT-7



\_\_\_\_\_  
Robert J. Dunn Jr.  
President



\_\_\_\_\_  
Kevin E. Boyle  
UPSEU President

## APPENDIX A WAGE SCHEDULE

7/1/13-6/30/14

0%

<u>Wage</u> <u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
BB	\$17.63	\$18.47	\$19.28	\$20.11	\$21.04
C	\$18.73	\$19.54	\$20.45	\$21.37	\$22.34
CC	\$19.49	\$20.38	\$21.32	\$22.27	\$23.26
D	\$20.47	\$21.41	\$22.36	\$23.40	\$24.46
DD	\$21.68	\$22.64	\$23.66	\$24.74	\$25.84
E	\$22.74	\$23.76	\$24.84	\$25.96	\$27.12
EE	\$23.84	\$24.90	\$26.03	\$27.18	\$28.42
F	\$24.98	\$26.14	\$27.29	\$28.50	\$29.82
FF	\$25.96	\$27.10	\$28.33	\$29.62	\$30.96
G	\$27.26	\$28.48	\$29.76	\$31.11	\$32.48
GG	\$28.53	\$29.82	\$31.19	\$32.58	\$34.05
H	\$29.94	\$31.33	\$32.70	\$34.18	\$35.75
HH	\$31.47	\$32.89	\$34.37	\$35.92	\$37.53

**APPENDIX A WAGE SCHEDULE**  
**7/1/14-6/30/15**  
**2.25%**

Wage Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.03	\$18.89	\$19.71	\$20.56	\$21.51
C	\$19.15	\$19.98	\$20.91	\$21.85	\$22.84
CC	\$19.93	\$20.84	\$21.80	\$22.77	\$23.78
D	\$20.93	\$21.89	\$22.86	\$23.93	\$25.01
DD	\$22.17	\$23.15	\$24.19	\$25.30	\$26.42
E	\$23.25	\$24.29	\$25.40	\$26.54	\$27.73
EE	\$24.38	\$25.46	\$26.62	\$27.79	\$29.06
F	\$25.54	\$26.73	\$27.90	\$29.14	\$30.49
FF	\$26.54	\$27.71	\$28.97	\$30.29	\$31.66
G	\$27.87	\$29.12	\$30.43	\$31.81	\$33.21
GG	\$29.17	\$30.49	\$31.89	\$33.31	\$34.82
H	\$30.61	\$32.03	\$33.44	\$34.95	\$36.55
HH	\$32.18	\$33.63	\$35.14	\$36.73	\$38.37

# APPENDIX A WAGE SCHEDULE

7/1/15-6/30/16

2.5%

Wage Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.48	\$19.36	\$20.21	\$21.08	\$22.05
C	\$19.63	\$20.48	\$21.43	\$22.40	\$23.41
CC	\$20.43	\$21.36	\$22.34	\$23.34	\$24.38
D	\$21.45	\$22.44	\$23.43	\$24.52	\$25.64
DD	\$22.72	\$23.73	\$24.80	\$25.93	\$27.08
E	\$23.83	\$24.90	\$26.03	\$27.21	\$28.42
EE	\$24.99	\$26.10	\$27.28	\$28.49	\$29.79
F	\$26.18	\$27.40	\$28.60	\$29.87	\$31.25
FF	\$27.21	\$28.40	\$29.69	\$31.04	\$32.45
G	\$28.57	\$29.85	\$31.19	\$32.61	\$34.04
GG	\$29.90	\$31.25	\$32.69	\$34.15	\$35.69
H	\$31.38	\$32.84	\$34.27	\$35.82	\$37.47
HH	\$32.98	\$34.47	\$36.02	\$37.65	\$39.33

## APPENDIX A WAGE SCHEDULE

7/1/16-6/30/17

2.5%

Wage					
Grid	Step 1	Step 2	Step 3	Step 4	Step 5
BB	\$18.94	\$19.84	\$20.71	\$21.60	\$22.60
C	\$20.12	\$20.99	\$21.97	\$22.96	\$24.00
CC	\$20.94	\$21.89	\$22.90	\$23.92	\$24.99
D	\$21.99	\$23.00	\$24.02	\$25.14	\$26.28
DD	\$23.29	\$24.32	\$25.42	\$26.58	\$27.76
E	\$24.43	\$25.52	\$26.68	\$27.89	\$29.13
EE	\$25.61	\$26.75	\$27.96	\$29.20	\$30.53
F	\$26.84	\$28.08	\$29.32	\$30.62	\$32.03
FF	\$27.89	\$29.11	\$30.43	\$31.82	\$33.26
G	\$29.28	\$30.60	\$31.97	\$33.42	\$34.89
GG	\$30.65	\$32.03	\$33.51	\$35.00	\$36.58
H	\$32.16	\$33.66	\$35.13	\$36.72	\$38.40
HH	\$33.81	\$35.33	\$36.92	\$38.59	\$40.32

## **APPENDIX B CLASSIFICATION**

<b>Job Class Desc</b>	<b>Location Desc</b>	<b>Pay Grade</b>
CUSTODIAN	CUSTODIAL SERVICES	CC
P.W. ENGINEERING AIDE/RODPERSN	TOWN ENGINEER	D
GREENSKEEPER	TASHUA	D
CIRC/TECH SERVICES ASSISTANT	LIBRARIES	DD
RECORDS CLERK	POLICE	DD
TRAFFIC CLERK	POLICE	DD
CLERK	TOWN CLERK	DD
CLERK	BUILDING DEPT.	DD
CASHIER CLERK	TAX COLLECTOR	DD
ACCOUNT PAYABLE CLERK	FINANCE DEPARTMENT	E
RECREATION ADMIN ASSISTANT	RECREATION	E
ADMINISTRATIVE ASST. - LIBRARY	LIBRARIES	E
REAL ESTATE TAX CLERK	TAX COLLECTOR	E
ACCOUNT ANALYST	FINANCE DEPARTMENT	E
MOTOR VEH/PERS PROPERT ADMINST	TAX ASSESSOR	E
P&Z ADMINISTRATIVE ASSISTANT	P&Z	E
ADMINISTRATIVE ASSISTANT	PURCHASING	E
MECHANIC OPERATOR GOLF COURSE	TASHUA	E
MECHANIC	POLICE	E
FM ADMINISTRATIVE ASST.	FIRE MARSHAL	EE
ADMINISTRATIVE ASSISTANT	TOWN ENGINEER	EE
ADMINISTRATIVE ASSISTANT	DIRECTOR PW	EE
ADMIN ASST- COUNSELING CENTER	SCHOOL NURSES	EE
ADMINISTRATIVE ASSISTANT	PERSONNEL	EE
SEWAGE PUMP STATION OPERATOR	SEWER ENTERPRISE	EE
DISPATCHER	POLICE	EE
CUSTODIAL SUPERVISOR	CUSTODIAL SERVICES	F
P&Z OFFICE ADMINISTRATION	P&Z	F
ADMINISTRATIVE ASSISTANT/POL	POLICE	F
ADMINISTRATIVE ASSISTANT	BUILDING DEPT.	F
ADMINIST. DETECTIVE BUREAU	POLICE	F
PENSION/BUDGET ADMIN ASST	FINANCE DEPARTMENT	F
PUBLIC WORKS INSTRUMENT PERSON	TOWN ENGINEER	F
PAYROLL COORDINATOR	FINANCE DEPARTMENT	FF*
ADMINISTRATIVE ASSISTANT EMS	EMS	FF
DEL& DEF TAX ADMINISTRATOR	TAX COLLECTOR	FF
ASST. TOWN CLERK	TOWN CLERK	G
ASST. TAX COLLECTOR/WPCA TAX ADMIN	TAX COLLECTOR	G
CASEWORKER COORDINATOR	SR CENTER	G
ASST TAX ASSR ADMINISTRATION	TAX ASSESSOR	G

ASST TAX ASSESSOR/APPRaisal	TAX ASSESSOR	G
BUDGET ANALYST/SPECIAL PROJCTS	FINANCE	G
ASSISTANT BUILDING OFFICIAL	BUILDING DEPT.	GG
BRANCH LIBRARIAN	LIBRARIES	GG
SEW. PUMP STATION-MAINT CREW LEADER	SEWER ENTERPRISE	GG
ROAD CONST & MAINT. INSPECTOR	TOWN ENGINEER	GG
CIRCULATION SUPERVISOR	LIBRARIES	H
REFERENCE SERVICES COORDINATOR	LIBRARIES	H
REFERENCE LIBRARIAN	LIBRARIES	H
YOUTH LIBRARIAN	LIBRARIES	H
YOUTH SERVICES COORDINATOR	LIBRARIES	H
COLLECTIONS COORDINATOR	LIBRARIES	H
DEPUTY BUILDING OFFICIAL	BUILDING DEPT.	H
P.W. SURVEY PARTY CHIEF	TOWN ENGINEER	H
CIVIL ENGINEER I	TOWN ENGINEER	H
ZONING ENFORCEMENT OFFICER	P&Z	H
IT TECHNICIAN	TECHNOLOGY	H
YOUTH & FAMILY COUNSELOR II	SCHOOL NURSES	HH
CRIME ANALYSIS SPECIALIST	TECHNOLOGY	HH

\* Become E upon retirement



## APPENDIX C



### Century Preferred

**\$15/\$100/\$75/\$0**

*Benefits at a Glance proposed for the Town of Trumbull FD 003 Mathus*

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$15	Deductible & Coinsurance
Hospital (HSP) Copayment	\$100	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>if not admitted</i>	\$75	Deductible & Coinsurance
Outpatient Surgery (OS) Copayment	No charge	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$500/\$1,000/\$1,500
Coinsurance		20% after deductible up to
Cost Share Maximum ( <i>individual/2-member family/3+ member family</i> )		\$3,000/\$6,000/\$9,000
Lifetime Maximum	Unlimited	\$1,000,000

#### PREVENTIVE CARE

Well child care*	OV Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	OV Copayment	
Routine eye exams – <i>one exam every 2 years superseded by vision rider</i>	OV Copayment	
Routine OB/GYN visits – <i>one exam per year</i>	OV Copayment	
Mammography*	No Charge	
Hearing screening – <i>covered once every two years</i>	OV Copayment	

#### MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services		
Office visits testing	OV Copayment	
Injections – <i>Unlimited</i>	No charge	

#### HOSPITAL CARE – *Prior authorization required.*

Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 90 days per person per calendar year</i>	HSP Copayment	
Outpatient surgery – <i>in a hospital or surgical center</i>	NO Copayment	



#### EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care - at participating centers only	U.R. Copayment	Not covered
Emergency care - copayment waived if admitted	ER Copayment	Deductible & Coinsurance
Ambulance - air and land unlimited	No charge	No charge
Home health care 200 visits per calendar year	No charge	No charge

#### OTHER HEALTH CARE

Outpatient rehabilitative services 39 visit maximum for PT, OT, ST and Chiro. per year	\$15 Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	

#### MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient	HSP Copayment	Deductible & Coinsurance
Outpatient office visits	OV Copayment	

#### \* Schedule of health examinations:

0 to 5 mo - 1 Every month  
 6 months - 12 months 1 Every 2 months  
 13 months - 2 years 1 Every 3 months  
 12 months - 3 years 1 Every 6 months  
 4 years - 21 years and older 1 Every year

#### \*Mammography:

1 Baseline age 35-39 years  
 1 Screening per year age 40 and over

**Note:** In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *Special Offers @ Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Centura Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details. Cosmetic surgeries and services, custodial care, genetic testing, hearing aids, refractive eye surgery, services and supplies related to, as well as the performance of, sex change operations, surgical and non-surgical services related to TMD syndrome, travel expenses, vision therapy, services rendered prior to your contract effective date or rendered after your contract termination date, and workers' compensation*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

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### 3-TIER PRESCRIPTION DRUG PROGRAM

**\$5 COPAYMENT GENERIC DRUGS**  
**\$15 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$35 COPAYMENT NON-LISTED BRAND-NAME DRUGS**  
*Includes Oral Contraceptives*  
**Unlimited Annual Maximum**

Description of Benefits		<i>you pay:</i>
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$5
<b>Tier 2: Listed brand-name drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield as a prescription drug with a Tier 2 copayment.	\$15
<b>Tier 3: Non-listed brand-name drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$35
<b>Annual Maximum</b>	Per member per calendar year	Unlimited

#### How To Use The 3-Tier Prescription Drug Program

The 3-Tier Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copays than non-listed drugs (but may not have a lower overall cost in all instances). You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions listed on the formulary. You'll still have coverage for non-listed brand-name drugs not on the formulary, but at a higher cost-share.

**Talk to your provider** about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for **one** copayment when purchasing a **30-day supply** of prescription drugs from a participating retail pharmacy.
- You'll be responsible for **two** copayments when purchasing a **31-day to 90-day supply** of maintenance drugs through the mail-order program.

#### Concurrent Drug Utilization Review

Concurrent Drug Utilization Review (C-DUR) works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. C-DUR involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

#### Pharmacy Programs

##### Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **90-day supply** of these medications and have them delivered directly to their home.

The \$5 generic \$15 listed brand-name \$35 non-listed brand-name copayment and an unlimited annual maximum apply. When ordering a **31-day to 90-day supply**, two copayments will apply, as follows: \$10 generic/\$30 listed brand-name/\$70 non-listed brand.

#### **National Pharmacy Network**

Members also have access to a network of more than 53,000 participating pharmacies throughout the country. Members may call 1-888-207-4214, or go to [www.anthemprescription.com](http://www.anthemprescription.com) to locate a participating pharmacy when traveling outside the state.

#### **Emergencies Outside The Service Area —**

##### **Non-participating Pharmacies**

The Plan will make payments for prescription drugs dispensed at a non-participating pharmacy outside of the service area; however, payment will be made only for treatment of an accident or emergency illness incurred outside of the service area, subject to approval by the Plan. Members must submit an itemized sales slip to the Plan for reimbursement within 120 days from the date of purchase.

##### **Points to Remember**

Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary, based on specific criteria and dispensed pursuant to a prescription issued by a participating physician, or by a non-participating physician to whom the member was properly referred by a participating primary care physician (when required by the member's plan), subject to copayment.

Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.

Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

##### **Prescription Drug Eligibility**

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution—Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

##### **Limits and Exclusions**

Benefits are limited to no more than a **30-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **90-day supply** for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

*This drug rider does not provide drugs dispensed by either than a licensed retail pharmacy or our mail-order service any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; drugs for use in connection with drug addiction; over-the-counter or non-legend drugs; antibacterial*

*saline detergents; shampoos; toothpastes; gels and mouthwashes; rinse*

*This is not a legal contract. It is only a general description of the \$5 generic/\$15 listed brand-name/\$35 non-listed brand-name 3-Tier Prescription Drug Rider with an Unlimited Annual maximum. Please consult the subscriber agreement or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.*

## Anthem Vision Summary of Benefits

Plan A 5/0

*This Summary of Benefits outlines the vision benefits available to you through the Anthem Vision Plan. This is only a summary of your vision benefits. Please review your coverage document for plan details. For eligibility definitions please contact your group administrator.*

**Anthem's Provider Network:** Anthem Vision contracts with many providers, including independent optometrists and ophthalmologists as well as retail locations. Anthem Vision members have access to approximately 10,000 conveniently located provider providers nationwide. Members may call Anthem Vision toll-free (888) 799-6290 or visit [www.anthem.com](http://www.anthem.com) any time for provider locations. When scheduling an appointment with your Network Provider, identify yourself as an Anthem Vision member for fast, paperless determination and confirmation of benefits.

**Network Provider:** Maximum benefits are achieved when members access their benefits from a Network Provider. Copayment(s) may apply to in-network benefits.

**Non-Network Provider Reimbursements:** Members may go to a non-network provider and pay the provider directly for services and materials. Members may then submit an original itemized invoice

and a copy of the prescription along with the Member's I.D. number to Anthem Vision for reimbursement according to the Non-Network Reimbursement schedule identified in this Summary of Benefits.

**Copayment(s):** Copayment amounts are applicable to Network Provider examinations and materials. Separate copayments may be charged for examinations and materials. Materials consist of lenses and frames or contact lenses. Separate copayments for lenses and frames will not apply if these services are received at the same time.

**Value Added Savings:** Network Providers agree to Preferred Pricing that is significantly below retail. Members are able to achieve savings on additional pair purchases, contact lenses, lens treatments, specialized lenses and various other items. Members may save approximately 20% to 40% or more off retail when they visit a Network Provider.

<b>Anthem Vision Benefits</b>	<b>Member Payment Responsibility Network Provider</b>	<b>Member Reimbursement for Non-Network Provider Services**</b>
<b>Vision Examination:</b> Each member is entitled to a comprehensive vision examination. <b>Availability: Once every 12 months*</b>	\$5.00 Copayment	up to \$48.00
<b>Lenses:</b> A choice of glass or plastic (CR39) lenses in single vision, and bifocal or trifocal (FT 25-28) lenses up to 55 mm; and all ranges of prescriptions.	No Copayment	
<b>Single Vision Lenses (pair)</b>	No Copayment	up to \$32.00
<b>Bifocal Lenses (pair)</b>	No Copayment	up to \$47.00
<b>Progressive Lenses (pair)</b> Benefit Allowance equal to bifocal amount. Member pays Provider's Charge in excess of Benefit Allowance.	No Copayment Provider's Charge in excess of Benefit Allowance	up to \$47.00
<b>Trifocal Lenses (pair)</b>	No Copayment	up to \$66.00
<b>Lenticular (pair)</b>	No Copayment	up to \$88.00
<b>Availability: Once every 12 months*</b>		
<b>Frame:</b> Members have a \$120.00 Benefit Allowance toward the Provider's Charge for frames purchased from a Network Provider. Member pays Provider's Charge in excess of the Benefit Allowance. <b>Availability: Once every 12 months*</b>	No Copayment Provider's Charge in excess of Benefit Allowance	up to \$52.00
<b>Contact Lenses**</b>		
<b>Elective</b> – Members have a \$105.00 Benefit Allowance per Benefit Period toward elective/cosmetic contact lenses <i>in lieu of the frame and lens benefit when purchased from a Network Provider</i> . Member pays Provider's Charge in excess of the Benefit Allowance.	No Copayment Provider's Charge in excess of Benefit Allowance	up to \$84.00
<b>Non-Elective</b> – Non-elective lenses are provided for reasons that are not cosmetic in nature and meet criteria described in your coverage document. Non-Elective Contact Lenses have a maximum benefit of \$260.00 per Benefit Period.  (Contact lens benefit is paid toward materials first, any remaining amount will be applied to professional fitting fees).	No Copayment Provider's Charge in excess of Benefit Allowance	up to \$210.00
<b>Availability: Once every 12 months*</b>		

\* From your last date of service

<sup>23</sup> Reimbursement for Non-Network Provider services represents the maximum amount payable and may not be sufficient to cover all charges.

<sup>242</sup> See member coverage documents for definitions of Elective and Non-Elective Contract Leases.

*Vision coverage is underwritten or administered by Anthem Blue Cross and Blue Shield.*

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#### **Limitations and Exclusions:**

The following are examples of services, supplies and charges not covered by Anthem Vision:

- Orthoptics or vision training and any supplemental testing; Plano (non-prescription) lenses; or two pair of eyeglasses in lieu of bifocals or trifocals.
- Any injury or illness covered under Workers' Compensation or similar law, or which is work related.
- Provider's Charge in excess of Benefit Allowance for services and materials.
- Lost or broken lenses or frames, unless the Member has reached his or her normal interval for services when seeking replacements.
- Examination or materials received from a vision or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.
- Experimental or non-conventional treatments or devices.
- Safety eyewear.
- Medical or surgical treatment of the eyes.

**THIS IS NOT A CONTRACT.** It is an overview of your benefits and exclusions. If there are discrepancies between this Summary of Benefits and the coverage document, the coverage document will govern.



**CENTURY PREFERRED \$20 COPAYMENT, \$500 IN-NETWORK / \$1,000 OUT-OF-NETWORK POLICY YEAR DEDUCTIBLE / 80-60% COINSURANCE- TOWN OF TRUMBULL FD 001,004, 015 AND 017**

Century Preferred is a preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>individual/ family</i> )	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	20% after deductible up to	40% after deductible up to
Coinsurance Maximum ( <i>individual/ family</i> )	\$1,000 / \$2,000	\$2,000 / \$4,000
Cost Share Maximum ( <i>individual/ family</i> )	\$1,500 / \$3,000	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	Unlimited

<b>PREVENTIVE CARE</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Well child care	\$0 Copayment, Deductible waived	40%
Periodic, routine health examinations	\$0 Copayment, Deductible waived	40%
Routine eye exams	\$0 Copayment, Deductible waived	40%
Routine OB/GYN visits	\$0 Copayment, Deductible waived	40%
Mammography	Covered	40%
Hearing screening	\$0 Copayment, Deductible waived	40%

**MEDICAL CARE**

Office visits	\$20 Copayment, Deductible waived	40%
Outpatient mental health & substance abuse	\$0 Copayment, Deductible waived	40%
OB/GYN care	\$20 Copayment, Deductible waived	40%
Maternity care	\$20 Copayment, Deductible waived	40%
Diagnostic lab and x-ray	\$20 Copayment Deductible waived	40%
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i> <b>Note: \$375.00 Copayment maximum per Member per Calendar Year</b>	\$75 Copayment, Deductible waived ( see note)	40%
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	\$20 Copayment, Deductible waived 20%	40% 40%

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	20%	40%
Inpatient mental health & substance abuse	20%	40%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	20%	40%
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	20%	40%
Outpatient surgery – <i>in a hospital</i>	20%	40%
Ambulatory Surgery – <i>in other than a hospital setting</i>	\$100 Copayment Deductible Waived	40%

**EMERGENCY CARE**

Walk-in centers	\$20 Copayment, Deductible waived	40%
Urgent care – <i>at participating centers only</i>	\$75 Copayment, Deductible waived	Not Covered
Emergency care – <i>copayment waived if admitted</i>	\$100 Copayment, Deductible waived	\$100 Copayment, Deductible waived
Ambulance	20%	20%



<b>OTHER HEALTH CARE</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Outpatient rehabilitative services <i>30 visit maximum for PT, OT and ST per year. 20 visit maximum for Chiro. per year.</i>	\$20 Copayment, Deductible waived	40%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	50%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	50%	50%
Infertility – prior authorization required <i>Some restrictions may apply</i>	20%	40%
Home Health Care <i>200 Visits per member, per calendar year</i>	20%, Deductible waived	20%, Deductible waived

#### PREVENTIVE CARE SCHEDULES

##### **Well Child Care (including immunizations)**

- ◆ 7 exams, birth to age 1
- ◆ 7 exams, ages 1 – up to 5
- ◆ 1 exam every year, ages 5 - 22

##### **Mammography**

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

##### **Adult Exams**

- ◆ 1 exam every year, ages 21 +

**Vision Exams:** 1 exam every 2 calendar years

**Hearing Exams:** 1 exam every 2 calendar years

**OB/GYN Exams:** 1 exam per calendar year

#### Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to an unlimited lifetime maximum ( except travel services \$10,000 max still applies)
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

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